

Exhibit B
(Specific Objections to Paragraph 9 of the Proposed Order)

<u>Unenforceable Lease Provisions Proposed by Debtor</u>	<u>The Landlord's Objections</u>
a. a provision prohibiting Variety's intended use of the premises;	Any impairment of the use provisions in the Lease, including Sections 1(F), 4, and 22, and Exhibit F, is improper under Bankruptcy Code Section 365(b)(3)(C)&(D). Moreover, the proposed language is vague because Variety's intended use is not described.
b. a provision unreasonably prohibiting necessary alterations to the premises or signage required to convert the premises to Variety's intended use; provided such alterations are deemed necessary by Variety to conform such store consistent with Variety's intended use of the premises;	Any impairment of alteration and signage language in the Lease, including Section 6, is unenforceable under Bankruptcy Code Section 365(b)(3)(C).
c. a provision commonly referred to as a "going dark" or "continuous operations" provision, providing in substance for a forfeiture of the Leases or an increase in rent or other penalty by reason of the Debtors' cessation of retail operations before the assignment, and/or any delay by Variety in reestablishing retail operations after the assignment, to the extent any such provision does not permit Variety to "go dark" until the later of: (i) one hundred twenty (120) days after the Closing Date of the assignment of the Leases, or (ii) such later time, when the particular facts and circumstances of a given store warrant additional time, which circumstances shall include, without limitation, the age and condition of the shopping center, the ability to obtain any permits and documents necessary to complete construction, the location of the premises in the shopping center, the shape of the premises to be assigned, the demographics of the shopping center's location and the overall quality of the shopping center and its existing tenants;	Any impairment of continuous operation language in the Lease, including Section 4, is improper under Bankruptcy Code Section 365(b)(3)(C). Nonetheless, Landlord language does not oppose relief from the relevant language in Lease Section 4 for an initial period of up to one hundred twenty (120) days immediately following Tenant's assignment of the Lease to Variety.
g. a provision restricting Variety's ability to place reasonable signage on the premises; provided, that such signage is deemed necessary by Variety to conform such store with Variety's intended use of the premises;	Any impairment of signage language in the Lease, including Section 8, is improper under Bankruptcy Code Section 365(b)(3)(C).